

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

WILLIAM MCBRIDE, *et al.*,
Plaintiffs,

vs.

AMERATHON, LLC, *et al.*,
Defendants.

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) Case NO. 4:18-CV-2546
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) Judge Benita Y. Pearson
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) **ORDER**
) **[Resolving [ECF No. 81](#)]**
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This matter is before the Court on the Parties' Joint Motion for Approval of Settlement FLSA Collective Action Settlement ("Joint Motion"). The Joint Motion asks the Court to approve, as fair and reasonable, the proposed Settlement reached by the Parties and memorialized in the Settlement Agreement and Release ("Settlement" or "Agreement") attached to the Joint Motion as Exhibit A.

Having reviewed the Joint Motion, the Agreement and its Exhibits, the Declaration of Shannon M. Draher, and the pleadings and papers on file in this Action, and for good cause established therein, the Court enters this Stipulated Order of Dismissal and Approving Settlement, the Agreement and its Exhibits, the proposed Notice of Collective Action Settlement, and, the proposed method of calculation of Individual Payments to the Plaintiffs, the proposed Service Award to the Representative Plaintiff, and the proposed attorneys' fees and expense reimbursements to Plaintiffs' Counsel, as follows:

1. The captioned Action asserts wage-and-hour claims under the FLSA, 29 U.S.C. §§ 201-219, on behalf of non-exempt hourly employees who were allegedly not paid all of their overtime compensation.

2. On November 15, 2018, Representative Plaintiff filed this case (the “Lawsuit” or the “Action”) against Defendant, Amerathon, LLC, on behalf of himself and other similarly situated current and former employees. On April 11, 2019, Representative Plaintiff filed an Amended Complaint, adding American Health Associates, Inc. as a Defendant. In the Action, Representative Plaintiff alleges that Defendants underpaid him and others like him overtime compensation in violation of the FLSA.

3. Defendants filed their Answer to the Amended Complaint. Defendants deny any liability or wrongdoing of any kind.

4. On May 31, 2019, the Court conditionally certified the following class: “All current and former Mobile Phlebotomists who are or were employed by Defendants between November 15, 2016, and the present and who worked in excess of 40 hours in at least one workweek between November 15, 2016, and the present”. Following the distribution of the Court-authorized notice, 185 Opt-Ins Plaintiffs joined this case. Three of those Opt-In Plaintiffs withdrew their Consent to Join forms.

5. The Parties settled this case at mediation with Carole Katz on October 30, 2019.

6. The Settlement will cover all of the Opt-In Plaintiffs who have not withdrawn their Consent to Join Forms.

7. The Court finds that the proposed Settlement is fair and reasonable and satisfies the standard for approval under § 16(b) of the FLSA, 29 U.S.C. § 216(b). The Court finds that the Settlement resulted from arms-length negotiations between experienced counsel with the assistance of a mediator. Plaintiffs’ Counsel has informed the Court that they believe the Settlement is fair, reasonable, and adequate and in the best interests of the Plaintiffs. The Court has considered all relevant factors, including the risk, complexity, expense, and likely duration of

the litigation; the extent of investigation; the amount offered in the Settlement; and the experience and views of counsel for the Parties.

8. The Court approves the Agreement and its Exhibits, including the proposed Notice of Collective Action Settlement, and orders that the Settlement be implemented according to the terms and conditions of the Agreement and as directed herein. The Court grants approval of the Settlement.

9. The Court finds that the proposed method of calculation of the Individual Payments to Plaintiffs is fair and reasonable.

10. The Court approves the Service Payment to Representative Plaintiff William McBride in recognition of his service in the Action, and orders that such payment be made in the manner, and subject to the terms and conditions, set forth in the Agreement.

11. The Court approves the payment of attorneys' fees and expense reimbursements to Plaintiffs' Counsel as provided in the Agreement, and orders that such payments be distributed in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement.

12. The Court dismisses the claims of the Plaintiffs that cash their settlement checks, and enters judgment dismissing them from the Action. The Court finds there is no just reason for delay and directs the Clerk of the Court to enter this Stipulated Order of Dismissal and Approving Settlement immediately.

13. The Court retains jurisdiction over the Action to enforce the terms of the Settlement.

SO ORDERED:

Date: January 23, 2020

/s/ Benita Y. Pearson
Benita Y. Pearson
United States District Judge

SO STIPULATED:

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